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THIS DOES NOT  
CIRCULATE

AGREEMENT  
BETWEEN  
BOROUGH OF ESSEX FELLS  
NEW JERSEY  
AND  
PUBLIC WORKS ASSOCIATION  
OF THE  
BOROUGH OF ESSEX FELLS

*Essex*

JANUARY 1, 1979, THROUGH DECEMBER 31, 1980

LIBRARY  
School of Management and  
Labor Relations

1979

KUIGERS UNIVERSITY

1979-1980 LABOR AGREEMENT  
BETWEEN  
THE BOROUGH OF ESSEX FELLS  
AND  
PUBLIC WORKS ASSOCIATION OF THE BOROUGH OF ESSEX FELLS

I. RECOGNITION

The Employer hereby recognizes the Public Works Association of the Borough of Essex Fells, hereinafter referred to as the Association, as the representative for all blue collar employees within the Public Buildings & Grounds Department, Road Department and Water Utility permanently employed by the Borough of Essex Fells in the following job classifications: Mechanic and Maintenance Man, Senior Utility Man, Utility Man, Water Operator, Custodian.

II. MANAGEMENT RIGHTS

It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the Borough's business, to manage and direct the affairs of the Public Buildings & Grounds Department, Road Department and Water Utility, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Borough unless otherwise specifically restricted by this Agreement and/or provisions of P.L. 1968 Chapter 303 as amended. This right shall include, but shall not be limited to, the right to:

1. Direct the employees
2. Hire, promote, transfer, and assign.
3. Suspend, demote, discharge, or take other disciplinary action for good and just cause.

III. NO STRIKE PLEDGE

During the term of this Agreement, there will be no strike, work stoppage, slowdown or refusal to cross a picket line.

Any employee who violates the foregoing provisions may be discharged or disciplined by the Borough, and such action by the Borough shall not be the subject of arbitration.

## I V. GRIEVANCE PROCEDURE

### Section 1. Definition

A grievance is any alleged violation of this Agreement or any dispute with respect to this Agreement's meaning or application.

### Section 2. Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

#### Step 1.

An employee with a grievance shall first discuss it with his immediate supervisor directly for the purpose of resolving the matter informally.

#### Step 2.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1. or if no decision has been rendered within five working days after presentation of the grievance at Step 1., he may file a written grievance with the Borough Engineer. A meeting on the written grievance shall be held within five working days of the filing of the written grievance between the Borough Engineer, the aggrieved party and the Association's designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Borough Engineer within five working days after the holding of such meeting.

#### Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2. or if no written decision has been rendered within five working days after the presentation of that grievance at Step 2., the matter may be referred by the Association and the aggrieved party to the Borough Administrator but

#### IV. GRIEVANCE PROCEDURE (continued)

##### Step 3. (continued)

only if the Association joins in a written referral to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which a representative of the Association may be present. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within seven working days of the date of the meeting.

##### Step 4.

If an employee remains aggrieved at the completion of the aforementioned procedures, the Association may, within ten days of receipt of the written decision of the Borough Administrator, request mediation of his grievance. The mediator shall be selected by the parties from a panel of proposed mediators pursuant to the normal procedures adopted by the American Arbitration Association. If the appeal to mediation is not taken by the Association within the aforementioned period, the denial by the Borough Administrator will be final and binding. Mediation costs to be shared equally, all other expenses arising out of the mediation shall be paid by the party incurring them.

##### Section 3.

The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

##### Section 4.

A grievance must be presented at Step 1. within five working days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

V. DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate nor coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Association. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce, or otherwise interfere with the employee.

## VI. SALARIES

Each employee covered by this Agreement, whose job title has a salary range shall have his increment calculated from the employee's applicable anniversary date of employment in the title with the Borough, all other employees covered by this Agreement shall receive salaries at the annual rates and on the effective date indicated in accordance with the following schedule:

	<u>January 1, 1979</u>	<u>January 1, 1980</u>
Mechanic & Maintenance Man	\$ 13,506.00	\$ 14,276.00
Senior Utility Man	13,025.00	13,767.00
Senior Water Operator	13,025.00	13,767.00
Utility Man		
Minimum	9,056.00	9,572.00
1st Increment	9,693.00	10,246.00
2nd Increment	10,274.00	10,860.00
3rd Increment	10,854.00	11,473.00
Maximum	11,725.00	12,393.00
Water Operator		
Minimum	\$ 9,288.00	\$ 9,817.00
1st Increment	9,868.00	10,430.00
2nd Increment	10,449.00	11,045.00
3rd Increment	11,029.00	11,658.00
Maximum	11,725.00	12,393.00
Custodian & Groundskeeper	11,099.00	11,732.00

All salaries shall be paid semi-monthly to each employee covered by this Agreement.

Nothing in this Agreement shall be construed to require the Borough to pay an increment to any employee covered by this Agreement. The Borough may withhold payment of an increment when, in its sole discretion, the employment performance of the employee has not been satisfactory.

## VII. HOURS AND OVERTIME

1. All employees covered in this Agreement shall work eight (8) hours each day Monday through Friday unless otherwise specified in this Agreement. Water operating personnel will work Monday through Sunday, alternating days off so that the Utility is covered seven days a week. Working hours shall be from 7:30 A.M. - 4:00 P.M. each working day. The Borough shall allow without pay a one-half hour lunch period. The Borough shall also allow two fifteen-minute coffee break periods during working hours.

2. The Borough shall pay time and one-half to employees who work in excess of forty (40) hours per week. Any employee called in to work overtime shall receive a minimum of two (2) hours at his overtime rate.

3. Water Operators who are required to work on a holiday will be paid, in addition to their regular pay, additional pay of one hour for each hour worked on said holiday. In order to be entitled to this additional pay the water operator shall work five full days in the week of the holiday.



VIII. LONGEVITY

1. Each employee covered by this agreement shall receive in addition to his base salary, a longevity payment as follows:

Period of Continuous,  
Uninterrupted Service

Less than 5 years	None
5 thru 10 years	2% of base pay
11 thru 15 years	4% of base pay
16 thru 20 years	6% of base pay
21 thru 25 years	8% of base pay
More than 25 years	10% of base pay

2. The longevity payment due shall be calculated from the beginning of the calendar quarter immediately following the employee's applicable anniversary date of employment.

IX. HOLIDAYS

1. The following shall be paid holidays:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 7. Columbus Day            |
| 2. Washington's Birthday | 8. Veteran's Day           |
| 3. Good Friday           | 9. Election Day            |
| 4. Memorial Day          | 10. Thanksgiving           |
| 5. Independence Day      | 11. Day after Thanksgiving |
| 6. Labor Day             | 12. Christmas Day          |

2. Should any of the above holidays fall on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be considered the holiday and paid accordingly.

VACATIONS

1. A vacation period shall be provided for every full-time employee of the Public Buildings and Grounds Department, Road Department and Water Utility covered by this Agreement with full pay. The status of each member with respect to annual vacation credits shall be fixed and determined as of the 31st of December of the year immediately preceding the year in which the right of such vacation period shall become due.

2. Period of Continuous  
Uninterrupted Service

Vacation Leave

	<u>January 1, 1979</u>	<u>January 1, 1980</u>
0 to 1 year	1 working day for each month of service to a maximum of 10 working days	1 working day for each month of service to a maximum of 10 working days.
1 through 5 years	12 working days	13 working days
After 6 years	13 working days	14 working days
After 7 years	15 working days	16 working days
After 8 years	16 working days	17 working days
After 9 years	17 working days	18 working days
After 10 years	17 working days	18 working days
After 11 years	17 working days	18 working days
After 12 years	17 working days	18 working days
After 13 years	18 working days	19 working days
After 14 years	18 working days	19 working days
After 15 years	21 working days	22 working days
After 20 years	22 working days	23 working days

3. The scheduling of vacation days shall be at the discretion and direction of the Borough Engineer.

4. In the event that a holiday named in this Agreement falls during an employee's vacation period such employee shall receive an additional day's vacation.

## XI. LEAVES OF ABSENCE

### Section 1. Bereavement Leave

1. In the event of a death in an employee's immediate family, he shall be given time off from the day of death until the next scheduled work day after the funeral, not to exceed three working days.

2. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild, or any relative living in the household of the employee.

3. Verification of the event may be requested by the Borough.

### Section 2. Sick Leave

1. The Mayor and Borough Council, continuing the present practice as relates to Borough employees, shall decide in individual cases whether an employee shall receive full pay during the employee's absence caused by illness or injury resulting in the employee's inability to perform his work.

2. If an employee is absent by reason of illness or injury, the Borough Engineer shall be notified at least two (2) hours before the employee's starting time.

3. After an employee's absence of three days, a doctor's certificate certifying to the fact that the employee is unable to work will be submitted to the Borough Engineer. In the event that the subject certificate is not received, it shall be cause for denial of further sick leave pay.

4. Abuse of sick leave shall be cause for disciplinary action

5. Absence without notice of five (5) consecutive days shall constitute a resignation.

XIII. UNIFORMS AND EQUIPMENT

The Borough shall provide each employee covered by this Agreement with uniforms, protective clothing and equipment designated by the Borough Engineer as necessary in the performance of the employee's duties.

#### XIV. SEPARABILITY AND SAVINGS

1. The Borough and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1979, 1980 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

2. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

XV. DURATION

This agreement shall become effective January 1, 1979, through  
December 31, 1980.

IN WITNESS WHEREOF, the parties hereto have hereunder  
affixed their signatures on the 3rd day of April, 1979.

PUBLIC WORKS ASSOCIATION OF  
THE BOROUGH OF ESSEX FELLS

By Burton Goodman  
Burton Goodman, Representative

Witness:

Charles E. Lankford

By Frederick G. Hartmann  
Frederick G. Hartmann, Representative

Witness:

Walter S. Steinmann  
Walter S. Steinmann  
Borough Clerk

BOROUGH OF ESSEX FELLS  
By Wallace S. Jones  
Wallace S. Jones, Mayor

Harold L. Ratzburg  
Harold L. Ratzburg, Borough Engineer